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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
SPOKANE DIVISION**

MICHAEL J. HANSON, an individual,
Plaintiff,

v.

SUN LIFE FINANCIAL SERVICES
COMPANY, INC. and SUN LIFE
ASSURANCE COMPANY OF
CANADA,
Defendants.

Case No. 2:22-cv-00306-MKD

**DEFENDANT SUN LIFE
ASSURANCE COMPANY OF
CANADA'S ANSWER AND
DEFENSES TO PLAINTIFF'S
COMPLAINT**

NOW COMES Defendant Sun Life Assurance Company of Canada ("SLOC"),¹
through its undersigned counsel, and hereby files its Answer and Defenses to
Plaintiff's Complaint as follows:

¹ Plaintiff has named an incorrect party in "Sun Life Financial Services Company, Inc." as there is no such legal entity. Accordingly, Defendant does not answer on behalf of a non-legal entity. SLOC is the entity that issued this Group Policy, and is the sole party liable for payment of benefits due, if any, to the claimant.

I. INTRODUCTION

1.1. SLOC admits that Plaintiff has filed his Complaint asserting a claim for long-term disability insurance benefits following the denial of his claim. Plaintiff's entitlement to relief in this action is expressly denied.

1.2. SLOC admits that, based on medical records presented in the course of review of Plaintiff's claim, his medical providers have described cerebrovascular accidents taking place in July and August, 2019. SLOC is without sufficient information or knowledge to admit or deny and, therefore, denies the allegation that Plaintiff nearly died.

1.3. The medical records obtained by SLOC in the process of investigating Plaintiff's claim for benefits under the Group Policy speak for themselves. To the extent that the allegations in Paragraph 1.3 differ from the diagnoses described in the records obtained that comprised SLOC's claim file, SLOC denies the same.

1.4. SLOC admits that some medical professionals have opined that Plaintiff could not, and cannot, continue his profession as a result of certain findings regarding cognitive functioning, anxiety, and depression. SLOC denies the remaining allegations in Paragraph 1.4.

1.5. Admitted as to SLOC that it issued a Group Policy to Mr. Hanson's employer and that he was, at one time, enrolled in coverage. Otherwise, denied.

1.6. Admitted as to SLOC. Otherwise, denied.

1 1.7. SLOC admits that, based on its thorough review of the medical and other
2 records provided to or obtained by SLOC, as well as independent review of the records
3 by board-certified medical professionals, it determined that Plaintiff had not met his
4 burden of establishing Disability under the SLOC Policy Number 242210 (the “Group
5 Policy”). SLOC denies that it was under an obligation, pursuant to the Group Policy
6 or otherwise, to order a medical examination of the Plaintiff as part of its claim review.
7 Otherwise, denied.

8 1.8. Admitted.

9 1.9. Admitted as to SLOC. Otherwise, denied.

10 1.10. SLOC denies the allegations in Paragraph 1.10. Otherwise, denied.

11 1.11. As to the allegations contained in Paragraph 1.11, SLOC admits that at
12 all relevant times Plaintiff was an enrollee and participant in a benefit plan sponsored
13 by his former employer, Spokane School District #81, which included long-term
14 disability benefits insured by a Group Policy issued by SLOC. SLOC further admits
15 that the Complaint seeks the relief alleged. Denied as to Plaintiff’s entitlement to the
16 relief requested. Otherwise, denied.

17 1.12. SLOC admits that Plaintiff seeks the relief requested, but denies
18 Plaintiff’s entitlement to attorneys’ fees and costs.

II. PARTIES

2.1. As to the allegations contained in Paragraph 2.1, SLOC is without sufficient information or knowledge to admit or deny Plaintiff's allegations as to Plaintiff's current residence and, therefore, denies the same.

2.2. As to the allegations contained in Paragraph 2.2, the Spokane School District #81 provided certain benefits to its eligible employees which were funded, at least in part, by SLOC. SLOC admits that, at all relevant times, Plaintiff was an eligible participant under the Spokane School District #81 benefit plan and eligible to participate in the Long-Term Disability plan described in the Group Policy. Admitted that SLOC underwrote the Group Policy and administered claims for disability benefits thereunder.

2.3. The allegations in Paragraph 2.3 state a legal conclusion for which no response is required. To the extent that a response is required, SLOC admits that, at all times relevant, Mr. Hanson was enrolled in coverage under the Group Policy.

2.4. SLOC admits that it is a foreign corporation domiciled in Toronto, Ontario and that it has a "United States Branch" with its principal place of business in Wellesley Hills, Massachusetts.

2.5. SLOC denies the allegations in Paragraph 2.5.

2.6. SLOC denies the allegations in Paragraph 2.6.

1 2.7. SLOC admits the allegations contained in Paragraph 2.7 of Plaintiff's
2 Complaint. Otherwise, denied.

3 **III. JURISDICTION AND VENUE**

4 3.1. Admitted that this Court has jurisdiction of this dispute based on diversity
5 of the parties. Otherwise, denied.

6 3.2. Admitted.

7 3.3. Admitted for venue purposes only. Otherwise, denied.

8 3.4. Admitted for venue purposes only. Otherwise, denied.

9 **IV. FACTS**

10 4.1. Admitted that records reviewed by SLOC for purposes of Plaintiff's
11 claim describe Mr. Hanson as having been a teacher for more than 20 years.

12 4.2. Admitted that records reviewed by SLOC for purposes of Plaintiff's
13 claim describe Mr. Hanson as having taught fourth grade for Spokane School District
14 No. 81.

15 4.3. SLOC admits that during his employment with Spokane School District
16 No. 81 he was enrolled in the Group Policy issued by SLOC and that the premiums
17 paid for the Group Policy were current up through Mr. Hanson's last day of work for
18 Spokane School District No. 81. Otherwise, denied.

1 4.4. Admitted that the records received and reviewed by SLOC for purposes
2 of examining Plaintiff's claim describe the incident referenced in Paragraph 4.4.
3 Otherwise, denied.

4 4.5. Admitted that the records received and reviewed by SLOC for purposes
5 of examining Plaintiff's claim describe the actions and medical history alleged in
6 Paragraph 4.5. Otherwise, denied.

7 4.6. Admitted that at the time of the incidents alleged in the preceding
8 paragraphs Plaintiff was 49 years old.

9 4.7. Admitted that the records received and reviewed by SLOC for purposes
10 of examining Plaintiff's claim describe him as having had two strokes and a seizure.
11 Otherwise, denied.

12 4.8. Admitted that the records received and reviewed by SLOC for purposes
13 of examining Plaintiff's claim describe that he had been placed in a medically-induced
14 coma and that he underwent surgery. Otherwise, denied.

15 4.9. Admitted that the records received and reviewed by SLOC for purposes
16 of examining Plaintiff's claim describe the placement of a stent into Plaintiff's left
17 carotid artery.

18 4.10. Admitted that the records received and reviewed by SLOC for purposes
19 of examining Plaintiff's claim describe a hospitalization of more than a week's
20 duration.

1 4.11. Admitted that the records received and reviewed by SLOC for purposes
2 of examining Plaintiff's claim describe symptomology arising on August 19, 2019
3 described as weakness and paresthesia.

4 4.12. Admitted that the records received and reviewed by SLOC for purposes
5 of examining Plaintiff's claim describe his visit to the emergency room and later to
6 MultiCare Deaconess Hospital for further treatment. Otherwise, denied.

7 4.13. The medical records received and reviewed by SLOC for purposes of
8 examining Plaintiff's claim speak for themselves. To the extent that the allegations
9 in Paragraph 4.13 differ from what is described in those medical records, SLOC denies
10 the allegations.

11 4.14. The medical records received and reviewed by SLOC for purposes of
12 examining Plaintiff's claim speak for themselves. To the extent that the allegations
13 in Paragraph 4.14 differ from what is described in those medical records, SLOC denies
14 the allegations.

15 4.15. The medical records received and reviewed by SLOC for purposes of
16 examining Plaintiff's claim speak for themselves. To the extent that the allegations
17 in Paragraph 4.15 differ from what is described in those medical records, SLOC denies
18 the allegations.

19 4.16. Admitted that certain documents submitted by Plaintiff and his
20 physicians, and reviewed for purposes of his claim by SLOC, describe anxiety,

1 depression, and some decreased cognitive function at one stage in his recovery.
2 Denied that any of such purported conditions and symptomology established
3 Disability under the Group Policy.

4 4.17. SLOC is without sufficient information or knowledge to admit or deny
5 the allegations in Paragraph 4.17 and, therefore, denies the same.

6 4.18. SLOC lacks sufficient information or knowledge to admit or deny the
7 allegations in Paragraph 4.18 and, therefore, denies the same.

8 4.19. SLOC admits that the records received and reviewed for purpose of
9 examining Plaintiff's claim reflect that Plaintiff went back to work part time in late
10 October, 2019. SLOC lacks sufficient information or knowledge to admit or deny
11 and, therefore, denies the remaining allegations in Paragraph 4.19.

12 4.20. SLOC lacks sufficient information or knowledge to admit or deny the
13 allegations in Paragraph 4.20 and, therefore, denies the same.

14 4.21. SLOC admits that the records received and reviewed for purpose of
15 examining Plaintiff's claim reflect that Plaintiff took sick leave during a portion of the
16 school days between August 2019 and February 2020. Otherwise, denied.

17 4.22. SLOC admits that the records received and reviewed for purpose of
18 examining Plaintiff's claim reflect that when the COVID-19 pandemic caused
19 Spokane School District No. 81 to adopt an online learning format, and that Mr.
20 Hanson began teaching social studies online, and that he was "team teaching." SLOC

1 lacks sufficient information or knowledge to admit or deny and, therefore, denies the
2 remaining allegations in Paragraph 4.22.

3 4.23. SLOC lacks sufficient information or knowledge to admit or deny and,
4 therefore, denies the allegations in Paragraph 4.23.

5 4.24. SLOC admits the allegations in Paragraph 4.24.

6 4.25. SLOC denies the allegations in Paragraph 4.25.

7 4.26. SLOC admits the allegations in Paragraph 4.26.

8 4.27. SLOC admits the allegations in Paragraph 4.27 that Plaintiff was enrolled
9 in coverage under the Group Policy at all times relevant. Otherwise, denied.

10 4.28. Admitted that Plaintiff submitted medical records to SLOC for purposes
11 of his claim and that such records were reviewed by SLOC in its examination of the
12 claim. Otherwise, denied.

13 4.29. The Attending Physician Statement received and reviewed by SLOC for
14 purposes of examining Plaintiff's claim speaks for itself. To the extent that the
15 allegations in Paragraph 4.29 differ from what is described in that document, SLOC
16 denies the allegations.

17 4.30. The Attending Physician Statements received and reviewed by SLOC for
18 purposes of examining Plaintiff's claim speak for themselves. To the extent that the
19 allegations in Paragraph 4.30 differ from what is described in these documents, SLOC
20 denies the allegations

1 4.31. SLOC admits that the allegations in Paragraph 4.31 recite a portion of
2 the Group Policy which speaks for itself. Otherwise, denied.

3 4.32. SLOC admits that the allegations in Paragraph 4.32 recite a portion of
4 the definitional section of the Group Policy which speaks for itself. Otherwise, denied.

5 4.33. SLOC admits that the allegations in Paragraph 4.33 recite a portion of
6 the definitional section of the Group Policy which speaks for itself. Otherwise, denied.

7 4.34. SLOC admits that the allegations in Paragraph 4.34 recite a portion of
8 the definitional section of the Group Policy which speaks for itself. Otherwise, denied.

9 4.35. SLOC admits that the allegations in Paragraph 4.35 recite a portion of
10 the definitional section of the Group Policy which speaks for itself. Otherwise, denied.

11 4.36. SLOC admits that the allegations in Paragraph 4.36 recite a portion of
12 the definitional section of the Group Policy which speaks for itself. Otherwise, denied.

13 4.37. The correspondence from SLOC to Plaintiff dated August 4, 2020 speaks
14 for itself. To the extent that the allegations in Paragraph 4.37 do not completely set
15 forth the contents of the August 4, 2020 correspondence, they are denied. Admitted
16 that SLOC determined, based on all of the medical and other records received and
17 reviewed by it for purposes of examining Plaintiff's claim, that Plaintiff had not
18 established Disability for purposes of coverage under the Group Policy.

1 4.38. The correspondence from SLOC to Plaintiff dated August 4, 2020 speaks
2 for itself. To the extent that the allegations in Paragraph 4.38 do not completely set
3 forth the contents of the August 4, 2020 correspondence, they are denied.

4 4.39. The correspondence from SLOC to Plaintiff dated August 4, 2020 speaks
5 for itself. To the extent that the allegations in Paragraph 4.39 do not completely set
6 forth the contents of the August 4, 2020 correspondence they are denied.

7 4.40. The correspondence from SLOC to Plaintiff dated August 4, 2020 speaks
8 for itself. To the extent that the allegations in Paragraph 4.40 do not completely set
9 forth the contents of the August 4, 2020 correspondence they are denied.

10 4.41. SLOC denies the allegations in Paragraph 4.41.

11 4.42. The claim file maintained by SLOC regarding Plaintiff's claim speaks
12 for itself. To the extent that the allegations in Paragraph 4.42 differ from what is
13 described in the claim file, they are denied by SLOC.

14 4.43. The claim file maintained by SLOC regarding Plaintiff's claim speaks
15 for itself. To the extent that the allegations in Paragraph 4.43 differ from what is
16 described in the claim file, they are denied by SLOC.

17 4.44. SLOC admits that the materials in the claim file maintained for purposes
18 of review of Plaintiff's claim reflect the incident alleged in Paragraph 4.44.

1 4.45. The claim file maintained by SLOC regarding Plaintiff's claim speaks
2 for itself. To the extent that the allegations in Paragraph 4.45 differ from what is
3 described in the claim file, they are denied.

4 4.46. The opinions of Ms. Jacobus reflected in the claim file speak for
5 themselves. Otherwise, denied.

6 4.47. The opinions of Ms. Jacobus reflected in the claim file speak for
7 themselves. Otherwise, denied.

8 4.48. The Group Policy speaks for itself. Plaintiff failed to establish Disability
9 as defined in the Group Policy by providing evidence establishing that, as a result of
10 sickness commencing while he was insured, he was unable to perform one or more of
11 the material and substantial duties of his regular occupation.

12 4.49. SLOC denies that the Group Policy required it to perform cognition tests
13 on the Plaintiff for purposes of its review of the claim. It was incumbent upon Plaintiff
14 to establish Disability as defined in the Group Policy by providing evidence
15 establishing that, as a result of Accident or Sickness commencing while he was
16 insured, he was unable to perform one or more of the material and substantial duties
17 of his regular occupation.

18 4.50. Admitted that the Group Policy afforded SLOC the right to request an
19 examination of Plaintiff in reviewing the claim. Denied that SLOC was required to
20 order such examinations, and denied that they were necessary.

1 4.51. SLOC's August 4, 2020 letter speaks for itself. Denied that the
2 allegations in Paragraph 4.51 accurately state the contents of that letter.

3 4.52. Admitted that, after receiving SLOC's August 4, 2020 letter, Plaintiff
4 submitted additional records for SLOC that he requested it consider for purposes of
5 appeal of the claim denial. Otherwise, denied.

6 4.53. SLOC admits the allegations of Paragraph 4.53.

7 4.54. SLOC lacks sufficient information or knowledge to admit or deny the
8 allegations in Paragraph 4.54 and, therefore, denies the same.

9 4.55. Admitted that SLOC has reviewed Dr. Mabee's curriculum vitae. SLOC
10 lacks sufficient information or knowledge to admit or deny the allegations in
11 Paragraph 4.55 as to Dr. Mabee's qualifications and, therefore, denies the same.
12 Otherwise, denied.

13 4.56. SLOC lacks sufficient information or knowledge to admit or deny the
14 allegations in Paragraph 4.56 as to Dr. Mabee's review of records and examination of
15 the Plaintiff.

16 4.57. Dr. Mabee's report, contained in the claim file, speaks for itself. To the
17 extent that the allegations contained in Paragraph 4.57 differ from the contents of the
18 report as a whole, they are denied by SLOC.

1 4.58. Dr. Mabee's report, contained in the claim file, speaks for itself. To the
2 extent that the allegations contained in Paragraph 4.58 differ from the contents of the
3 report as a whole, they are denied by SLOC.

4 4.59. Dr. Mabee's report, contained in the claim file, speaks for itself. To the
5 extent that the allegations contained in Paragraph 4.59 differ from the contents of the
6 report as a whole, they are denied by SLOC.

7 4.60. Dr. Mabee's report, contained in the claim file, speaks for itself. To the
8 extent that the allegations contained in Paragraph 4.60 differ from the contents of the
9 report as a whole, they are denied by SLOC.

10 4.61. Dr. Mabee's report, contained in the claim file, speaks for itself. To the
11 extent that the allegations contained in Paragraph 4.61 differ from the contents of the
12 report as a whole, they are denied by SLOC.

13 4.62. Dr. Mabee's report, contained in the claim file, speaks for itself. To the
14 extent that the allegations contained in Paragraph 4.62 differ from the contents of the
15 report as a whole, they are denied by SLOC.

16 4.63. Dr. Mabee's report, contained in the claim file, speaks for itself. To the
17 extent that the allegations contained in Paragraph 4.63 differ from the contents of the
18 report as a whole, they are denied by SLOC.

1 4.64. Dr. Mabee's report, contained in the claim file, speaks for itself. To the
2 extent that the allegations contained in Paragraph 4.64 differ from the contents of the
3 report as a whole, they are denied by SLOC.

4 4.65. Dr. Mabee's report, contained in the claim file, speaks for itself. To the
5 extent that the allegations contained in Paragraph 4.65 differ from the contents of the
6 report as a whole, they are denied by SLOC.

7 4.66. SLOC admits the allegations of Paragraph 4.66.

8 4.67. Admitted that Plaintiff submitted materials to SLOC for purposes of his
9 appeal. The remaining allegations in Paragraph 4.67 state a legal conclusion for which
10 no response is required. Should it be determined that a response is required, SLOC
11 denies the allegations.

12 4.68. SLOC admits the allegations in Paragraph 4.68.

13 4.69. SLOC denies the allegations in Paragraph 4.69 as stated. The December
14 9, 2021 letter speaks for itself. The allegations in Paragraph 4.69 do not fully and
15 accurately recite the contents of the sentence in question in the letter. Accordingly,
16 SLOC denies the allegations.

17 4.70. The Group Policy speaks for itself. The Plaintiff bore the burden of
18 presenting sufficient evidence of Disability under the Group Policy for purposes of
19 establishing coverage through records of his physicians or otherwise for the relevant
20 periods.

1 4.71. The Plaintiff bore the burden of presenting sufficient evidence of
2 Disability for purposes of establishing coverage through records of his physicians or
3 otherwise for the relevant periods. Denied that Plaintiff met this burden. The
4 materials submitted in the claim file maintained by SLOC for purposes of Plaintiff's
5 claim speak for themselves.

6 4.72. The December 9, 2021 letter speaks for itself. Denied that the allegations
7 in Paragraph 4.72 accurately and completely reflect the contents of that letter or denial
8 of coverage generally.

9 4.73. The December 9, 2021 letter speaks for itself. To the extent that the
10 allegations in Paragraph 4.73 differ from the contents of that letter, they are denied by
11 SLOC.

12 4.74. In response to Paragraph 4.74, SLOC states that, as to the timeframe
13 described in the December 9, 2021 letter regarding Mr. Kreilkamp's opinions as to
14 memory issues and balance, it was unclear from the records whether Mr. Kreilkamp
15 examined Plaintiff for purposes of rendering the opinion. SLOC is otherwise without
16 sufficient information or knowledge to admit or deny the allegations as to his
17 examination of the Plaintiff and, therefore, denies the same. Admitted that the medical
18 consultants that SLOC asked, through a vendor, to review records for purposes of
19 rendering opinions did not examine the Plaintiff.

20 4.75. SLOC denies the allegations in Paragraph 4.75.

1 4.76. The December 9, 2021 letter speaks for itself. To the extent that the
2 allegations in Paragraph 4.76 differ from the contents of that letter they are denied by
3 SLOC.

4 4.77. SLOC admits the allegations in Paragraph 4.77.

5 4.78. Denied that Dr. Label and Dr. Yuppa failed to review relevant medical
6 records provided for purposes of rendering their opinions. Otherwise, denied.

7 4.79. SLOC denies the allegations in Paragraph 4.79.

8 4.80. SLOC denies the allegations in Paragraph 4.80.

9 4.81. SLOC denies the allegations in Paragraph 4.81 as stated. As SLOC
10 pointed out in its denial letter of December 9, 2021, Dr. Mabee concluded, based on
11 cognitive testing on July 28, 2021, that Plaintiff did not have a cognitive disorder,
12 based on MOCA results scoring 28/30 which was within the normal range. To the
13 extent that Dr. Mabee nevertheless maintained that test results or examinations
14 supported disability despite the cognitive test results, SLOC denies such the validity
15 of such conclusions for the reasons stated in the December 9, 2021 letter.

16 4.82. The December 9, 2021 letter speaks for itself. To the extent that the
17 allegations in Paragraph 4.82 differ from the contents of that letter they are denied by
18 SLOC.

19 4.83. Denied that SLOC required Plaintiff to prove his claim by “patently clear
20 proof.” The Group Policy speaks for itself.

1 4.84. Denied that SLOC required Plaintiff to prove his claim by “patently clear
2 proof.” The Group Policy speaks for itself.

3 4.85. The Group Policy speaks for itself. SLOC further states that the Group
4 Policy requires that Plaintiff present sufficient evidence to establish Disability. SLOC
5 denies that Plaintiff has presented sufficient proof to support entitlement to benefits.

6 4.86. The Group Policy speaks for itself. SLOC further states that the Group
7 Policy requires that Plaintiff present sufficient evidence to establish Disability. SLOC
8 denies that Plaintiff has presented sufficient proof to support entitlement to benefits.

9 4.87. The Group Policy speaks for itself. Denied that SLOC only performed
10 an “initial review.”

11 4.88. The allegations in Paragraph 4.88 state a legal conclusion for which no
12 response is required.

13 4.89. SLOC denies the allegations in Paragraph 4.89.

14 4.90. SLOC denies the allegations in Paragraph 4.90.

15 4.91. SLOC denies the allegations in Paragraph 4.91.

16 4.92. The allegations in Paragraph 4.92 state a legal conclusion for which no
17 response is required. To the extent that a response is deemed necessary, SLOC denies
18 the allegations. Otherwise, denied.

19 4.93. In response to the allegations in Paragraph 4.93, SLOC states that the
20 allegations refer to medical records post-dating the final denial after appeal of

1 Plaintiff's claim. The medical records contained in the claim file speak for
2 themselves. To the extent that the allegations do not fully and accurately recite the
3 contents of the claim file, SLOC denies the same. To the extent that the allegations
4 recite alleged medical conditions, treatment, or recommended treatment, for which
5 medical records were never submitted to SLOC for review for purposes of the claim,
6 SLOC lacks sufficient information or knowledge to admit or deny and, therefore,
7 denies the same.

8 4.94. In response to the allegations in Paragraph 4.94, SLOC states that the
9 allegations refer to medical records post-dating the final denial after appeal of
10 Plaintiff's claim. The medical records contained in the claim file speak for
11 themselves. To the extent that the allegations do not fully and accurately recite the
12 contents of the claim file, SLOC denies the same. To the extent that the allegations
13 recite alleged medical conditions, treatment, or recommended treatment, for which
14 medical records were never submitted to SLOC for review for purposes of the claim,
15 SLOC lacks sufficient information or knowledge to admit or deny and, therefore,
16 denies the same.

17 4.95. In response to the allegations in Paragraph 4.95, SLOC states that the
18 allegations refer to medical orders post-dating the final denial after appeal of
19 Plaintiff's claim. The medical records contained in the claim file speak for
20 themselves. To the extent that the allegations do not fully and accurately recite the

1 contents of the claim file, SLOC denies the same. To the extent that the allegations
2 recite alleged medical conditions, treatment, or recommended treatment, for which
3 medical records were never submitted to SLOC for review for purposes of the claim,
4 SLOC lacks sufficient information or knowledge to admit or deny and, therefore,
5 denies the same.

6 4.96. In response to the allegations in Paragraph 4.96, SLOC states that the
7 allegations refer to medical conditions or records post-dating the final denial after
8 appeal of Plaintiff's claim. The medical records contained in the claim file speak for
9 themselves. To the extent that the allegations do not fully and accurately recite the
10 contents of the claim file, SLOC denies the same. To the extent that the allegations
11 recite alleged medical conditions, treatment, or recommended treatment for which
12 medical records were never submitted to SLOC for review for purposes of the claim,
13 SLOC lacks sufficient information or knowledge to admit or deny and, therefore,
14 denies the same.

15 4.97. In response to the allegations in Paragraph 4.97, SLOC states that the
16 allegations refer to medical records post-dating the final denial after appeal of
17 Plaintiff's claim. The medical records contained in the claim file speak for
18 themselves. To the extent that the allegations do not fully and accurately recite the
19 contents of the claim file, SLOC denies the same. To the extent that the allegations
20 recite alleged medical conditions, treatment, or recommended treatment, for which

1 medical records were never submitted to SLOC for review for purposes of the claim,
2 SLOC lacks sufficient information or knowledge to admit or deny and, therefore,
3 denies the same.

4 4.98. As to the allegations contained in Paragraph 4.98, SLOC lacks sufficient
5 information or knowledge to admit or deny Plaintiff's allegations as to Plaintiff's
6 current limitations and symptomology and, therefore, denies the same.

7 4.99. The allegations in Paragraph 4.99 state a legal conclusion for which no
8 response is necessary. To the extent that a response is required, SLOC denies the
9 allegations.

10 4.100. SLOC admits that this matter is ripe for the Court's consideration.

11 **V. FIRST CAUSE OF ACTION: CLAIM FOR BENEFITS**

12 5.1. SLOC restates and realleges its answers and defenses to the allegations in
13 Paragraphs 1.1-4.100 as if fully stated herein.

14 5.2. SLOC denies the allegations in Paragraph 5.2.

15 5.3. SLOC denies the allegations in Paragraph 5.3.

16 5.4. SLOC denies the allegations in Paragraph 5.4.

17 5.5. Denied that Plaintiff is entitled to recover Disability benefits under the
18 Group Policy. Otherwise, denied.

1 **VI. SECOND CAUSE OF ACTION: DECLARATORY JUDGMENT**

2 6.1. SLOC restates and realleges it answers and defenses to the allegations in
3 Paragraphs 1.1-5.5 as if fully stated herein.

4 6.2. SLOC admits that this matter is ripe for the Court's determination.
5 Plaintiff's entitlement to the relief requested in this Count is denied by SLOC.

6 6.3. SLOC denies the allegations in Paragraph 6.3.

7 **VII. JURY DEMAND**

8 7.1. SLOC admits that Plaintiff demands a jury trial.

9 **RESPONSE TO PRAYER FOR RELIEF**

10 SLOC denies that Plaintiff is entitled to the relief requested in his Complaint.
11 SLOC submits this Answer and Defenses to Plaintiff's Complaint in response to the
12 allegations therein.

13 **DEFENSES**

14 SLOC asserts the following defenses, each as a separate and distinct defense to
15 Plaintiff's alleged causes of action as well as to the entire Complaint. SLOC does not
16 assume the burden of any defense asserted that is adjudged not to be an affirmative
17 defense. SLOC reserves the right to assert such other and further defenses of which
18 they may become aware through discovery or otherwise.

19 **FIRST DEFENSE**

20 Any allegation not previously admitted in this Answer is now denied.

SECOND DEFENSE

The decision to deny Plaintiff's claim was reasonable, correct, and made in good faith in accordance with the terms of the Group Policy and applicable law.

THIRD DEFENSE

SLOC asserts every term, condition, exclusion, and provision of the Group Policy that may be construed as an affirmative defense.

FOURTH DEFENSE

If the Court should determine that the Plaintiff is entitled to disability benefits, entitlement to which SLOC denies, then, pursuant to the Group Policy at issue, SLOC is entitled to an offset for "Other Income" benefits to which the Plaintiff is, or may be, entitled including, but not limited to, automobile insurance disability wage loss benefits, Social Security Disability benefits, Social Security Retirement benefits, governmental retirement system disability benefits, workers' compensation, occupational disease, unemployment compensation, sick leave, state-mandated disability income plans, certain pension benefits, other group disability benefits collected by Plaintiff, and any other sources of income received by Plaintiff, including any recovery, judgment or settlement received by Plaintiff related to any claims or civil actions related to his claim for LTD benefits.

FIFTH DEFENSE

SLOC asserts that Plaintiff failed to establish that, during the Elimination Period and for the next 36 months, that he was Totally Disabled in his Regular Occupation, as required by the Group Policy.

SIXTH DEFENSE

Any entitlement to Disability benefits, which SLOC denies, if proven would also be limited to 24 months of benefits under the Group Policy for Disability caused by, or contributed to in any way or resulting from Mental Illness as defined in the Group Policy.

SEVENTH DEFENSE

Plaintiff's claims are defeated, in whole or in part, by the doctrines of waiver and/or estoppel.

EIGHTH DEFENSE

Alternatively, to the extent Plaintiff is deemed entitled to any benefits under the Group Policy, and without admitting that Plaintiff is so entitled, only past benefits can be awarded under this Group Policy. The Group Policy does not permit or provide for payment of accelerated or future LTD benefits.

NINTH DEFENSE

Plaintiff's demand for attorneys' fees should be denied because SLOC's defenses to this action are reasonable and made in good faith.

TENTH DEFENSE

Plaintiff's Complaint fails to state a claim for which relief may be granted.

ELEVENTH DEFENSE

SLOC reserves the right to amend this Answer and add additional Defenses as an investigation continues.

WHEREFORE, Defendant SLOC denies that Plaintiff is entitled to any item of relief listed in his Complaint, prays that Plaintiff take nothing by his Complaint, requests reimbursement of its reasonable attorneys' fees and costs, and for all other just and proper relief.

Respectfully submitted this 25th day of January, 2023.

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

By: /s/ Russell S. Buhite

Russell S. Buhite, WSBA #41257

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CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of January, 2023, I served the foregoing
DEFENDANT SUN LIFE ASSURANCE COMPANY OF CANADA'S ANSWER
AND DEFENSES TO PLAINTIFF'S COMPLAINT via the method(s) below on the
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- ☒ by **electronic** means through the Court's Case Management/Electronic Case File system, which will send automatic notification of filing to each person listed above.
- ☐ by **mailing** a true and correct copy to the last known address of each person listed above. It was contained in a sealed envelope, with postage paid, addressed as stated above, and deposited with the United States Postal Service in Seattle, Washington.
- ☐ by **e-mailing** a true and correct copy to the last known email address of each person listed above.

1 SIGNED THIS 25th day of January, 2023 at Seattle, Washington.

2 OGLETREE, DEAKINS, NASH, SMOAK
3 & STEWART, P.C.

4 By: /s/ Cheryl L. Kelley

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